

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

RECIPIENT

STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

(Name)

BY: Dixie Spehar, Mayor
(Type Name and Title)

BY: _____
Shirley W. Collins, Director
Division of Housing and Community Development

Date: February 19, 2003

Date: _____

59-6000749
Federal Identification Number

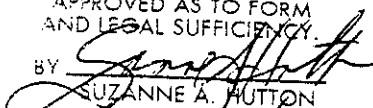
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.
BY: 
SUZANNE A. HUTTON
12/32/02

EXHIBIT - 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

FEDERAL PROGRAM:

Federal Agency: United States Department of Health and Human Services
Title: Low Income Home Energy Assistance Program (LIHEAP)
CFDA Number*: 93.568

*Catalog of Federal Domestic Assistance

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Federal Program:

List applicable compliance requirements as follows:

1. **Purposes resources must be used for:**

The Recipient will use the LIHEAP funds to provide energy payment assistance to low income consumers. These funds will be expended in accordance with the Program Statutes, Attachment A, Scope of Work, Attachment H, Budget Summary and Workplan and applicable OMB Circulars.

2. **Eligibility requirements for recipients of the resources:**

The Recipient will comply with applicable OMB Circulars and eligibility requirements as set forth in U.S. Department of Health and Human Services regulations codified in:
Title 45 of the Code of Federal regulations, Part 96 - Block Grants, and
Title 31 of the Code of Federal Regulations, Part 205 - Cash Management Improvement Act of 1990.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) - \$ -0-

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project (list State awarding agency, Catalog of State Financial Assistance title and number) - \$ -0-

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

N/A

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

**LIHEAP
ATTACHMENT A
SCOPE OF WORK**

The Recipient shall utilize the funds provided under this Agreement to:

- A. Conduct outreach activities designed to ensure that eligible households, especially households with elderly individuals or disabled individuals, or both, are made aware of the assistance available under this Agreement.
- C. Coordinate services between programs for potential clients living in the service area, with the Department's Weatherization Assistance Programs and Emergency Home Energy Assistance for the Elderly Program (EHEAP) providers.
- C. Provide assistance to clients in completing state provided applications for assistance in determining eligibility.
- D. Make home visits or conduct telephone interviews to home-bound clients, especially the elderly or disabled, for completion of the program application or eligibility determination when other assistance is not adequate.
- E. Make LIHEAP home energy assistance payments based on a state-provided payment matrix and worksheet. The payment amount is based on the household's income level as compared to the national poverty guidelines. This takes into account both gross income and family size. The lower the income, the higher the benefit level.
- F. Make vendor payments directly to fuel providers or recipients on behalf of eligible clients, or in instances where vendor agreements cannot be negotiated, make payments directly to clients in the form of a one or two party check.
- G. Determine the correct amount of each crisis benefit based on the minimum necessary to resolve the crisis, but not more than the maximum per household and maximum per item limits set by the Department.
- H. Establish Memoranda of Agreement with service area Emergency Home Energy Assistance for the Elderly Program (EHEAP) providers. The Agreement will ensure coordination of services, avoid duplication of assistance, and increase the quality of services provided to elderly participants.

**LIHEAP
ATTACHMENT A
SCOPE OF WORK**

- I. Check LIHEAP records and Emergency Home Energy Assistance for the Elderly Program (EHEAP) records (for households with elderly members) to avoid duplicate crisis assistance payments during the same heating or cooling season.
- J. When the applicant is not in a life threatening situation, take actions that will resolve an emergency within 48 hours of the application approval for a crisis benefit.
- K. When the applicant is in a life threatening situation, take actions that will resolve an emergency situation within 18 hours of the application approval for a crisis benefit.
- L. The Recipient will make home energy payments within 45 days of the date all requested information is received.
- M. The Recipient will, within 15 working days of receiving the client's application, furnish in writing to all applicants a Notice of Approval which includes the type and amount of assistance to be paid on their behalf or a Notice of Denial which includes appeal information.
- N. Recipients are required to have written applicant appeal procedures. Any applicant denied LIHEAP services must be provided a written notice of the denial which includes the appeal process and the reason(s) for the denial. At a minimum, the written Notice of Denial and Appeals shall contain the reason for the denial, under what circumstances the client may reapply, what information or documentation is needed for the person to reapply, the name and address to whom the re-application or appeal should be sent, and the phone number of the Recipient. Appeal provisions must be posted in a prominent place within the office where it is on view for all applicants.
- O. The Recipient will make payments to those applicants with the "highest home energy needs and lowest household income," which will be determined by taking into account both the energy burden and the unique situation of such households that results from having members of vulnerable populations, including very young children, the disabled, and frail older individuals.

**LIHEAP
ATTACHMENT A
SCOPE OF WORK**

P. Recipients serving multi-county areas must provide the Department with a description of how direct client assistance funds will be allocated among the counties. The allocation methodology must be based at least in part on poverty population within each of the counties served. This information must be reported in Attachment J to this Agreement.

Q. When LIHEAP funds are not available or are insufficient to meet the emergency home energy needs of an applicant, the Recipient will assist the applicant to secure help through other community resources.

R. The Recipient shall agree to treat owners and renters equitably under the agreement.

S. The Recipient shall be responsible for entering into written agreements with home energy suppliers which include all of the following requirements:

(1) Provisions to assure that no household receiving assistance will be treated adversely because of such assistance under applicable provisions of state law or public regulatory requirements.

(2) Any home energy supplier receiving direct payments agrees not to discriminate, either in the cost of goods supplied or the services provided, against the eligible household on whose behalf payments are made.

(3) Only energy related elements of a utility bill are to be paid. In no instance may water and sewage charges be paid except if required by the vendor under the crisis category to meet the requirement of resolving the crisis. Vendors must be made aware that those charges are the responsibility of the client.

(4) The Recipient shall make vendors aware that when the benefit amount to the client does not pay for the complete charges owed by a client, that the client is responsible for the remaining amount owed.

**LIHEAP
ATTACHMENT A
SCOPE OF WORK**

T. The Recipient will be responsible for determining the eligibility of the clients applying for the LIHEAP program and its crisis components. Client eligibility is based on the following eight factors:

(1) The Recipient may only assist households who are or were residing in their LIHEAP service area at the time the home energy costs were incurred.

(2) The client must complete an application and return all required information and verification to the Recipient while funds remain available.

(3) The client must provide a fuel bill for home energy or provide other documentation proving an obligation to pay for home energy costs.

(4) The client must have a total household income of not more than 150% of the OMB federal poverty level for their household's size.

(5) Applicants receiving Food Stamps or have applied for and are currently eligible for Weatherization Assistance Program (WAP) and Community Services Block Grant (CSBG) funds automatically qualify for LIHEAP, however, the benefit levels are the same as other qualified applicants.

(6) The client must have a verifiable home energy crisis (crisis component).

(7) The client must not live in government subsidized housing projects where home heating and cooling costs are totally included in their rent and they have no obligation to pay any portion of the home heating and cooling costs.

(8) The client must not reside in a group living facility or a home where the cost of residency is at least partially paid through any foster care or residential program administered by the state.

(9) The client must not be a student living in a dormitory.

U. OTHER SPECIAL REQUIREMENTS

(1) The Recipient shall ensure that no person shall be excluded from participation in any activity of the program on the grounds of race, color, national origin, sex or age, and such person shall not be subjected to discrimination under any activity funded in whole or in part with these funds.

**LIHEAP
ATTACHMENT A
SCOPE OF WORK**

(2) The Recipient will define what criteria and verification will be used in its local area to determine if a household is in danger of losing home energy. This criteria must be set in a manner to encourage households to seek assistance prior to incurring non-energy penalties such as disconnect/reconnect fees, additional deposit, interest or late payment penalties, etc.

(3) The Recipient will not charge applicants a fee or accept donations from an applicant to provide LIHEAP benefits.

(4) The Recipient will be in a location and operate during hours available to clients.

(5) The Recipient will refund, with non-federal funds, to the Department all funds incorrectly paid on behalf of clients that cannot be collected from the client.

(6) The Recipient will have appropriate staff attend training sessions, as scheduled by the Department to cover LIHEAP policies and procedures.

(7) The Recipient will furnish training for all staff members assigned responsibilities for the program.

(8) The Recipient will add information such as the Recipient's name, address, and times of operation to the forms provided by the Department or similar Recipient-developed forms and duplicate as needed.

(9) The Recipient will provide information to local media and agencies in contact with low-income individuals announcing the beginning of both the crisis program component and the heating and cooling assistance program with information stating how, where, and when to apply, as well as the benefits available and eligibility criteria.

(10) The Recipient will take applications when it has a signed Agreement and adequate funding, and continue taking applications until the Agreement expires or funds are exhausted.

**LIHEAP
ATTACHMENT A
SCOPE OF WORK**

(11) The Recipient must have adequate procedures in place to ensure that LIHEAP funds are appropriately budgeted and expended to sufficiently allow for energy assistance benefits in both the heating and cooling seasons.

(12) The Recipient will operate both program components in a manner that makes them available to all potentially eligible clients in their service area.

(13) The Recipient shall secure and maintain an internet computer service and notify the Department of their e-mail address.

**LIHEAP
ATTACHMENT B
PROGRAM STATUTES AND REGULATIONS**

A. INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The applicable documents governing service provision regulations are in the Common Rule, 45 CFR Part 74, 76 and 92, or OMB Circular No. A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations," and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2. Low-Income Home Energy Assistance Act of 1981 (Title XXVI of the Omnibus Budget Reconciliation Act of 1981, Public Law 97-35) as amended and the LIHEAP Manual. The following Federal Department of Health and Human Services regulations codified in Title 45 of the Code of Federal Regulations are also applicable under this agreement:

1. Part 16 - Department Grant Appeals Board
2. Part 30 - Claims Collection
3. Part 75 - Informal Grant Appeals Procedure
4. Part 76 - Debarment and Suspension from Eligibility for Financial Assistance Subpart F.
Drug-Free Workplace.
5. Part 80 - Nondiscrimination under programs receiving Federal assistance through the
Department of Health and Human Services (HHS) effectuation of Title VI of the Civil Rights
Act of 1964.
6. Part 81 - Practice and procedure for hearings under Part 80 of this title.
7. When the applicant is not in a life threatening situation, take actions that will resolve an
emergency within 48 hours of the application approval for a crisis benefit.

**LIHEAP
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PROGRAM STATUTES AND REGULATIONS**

8. Part 84 - Nondiscrimination on the basis of handicap in programs and activities receiving Federal financial assistance.
9. Part 86 - Nondiscrimination on the basis of sex in education programs and activities receiving Federal financial assistance
10. Part 91 - Nondiscrimination on the basis of age in HHS programs or activities receiving Federal financial assistance
11. Part 93 - New restrictions on lobbying
12. Part 96 - Block Grants.
13. Consolidation of grants to the insular areas

B. PROJECTS OR PROGRAMS FUNDED IN WHOLE OR PART WITH FEDERAL MONEY

The Recipient assures, as stated in Section 508 of Public Law 103-333, that all statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state:

- (1) the percentage of the total costs of the program or project which will be financed with Federal money,
- (2) the dollar amount of Federal funds for the project or program, and
- (3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

C. INTEREST FROM CASH ADVANCES

Recipients shall invest cash advances in compliance with section .21 (h) (2) (i) of the Common Rule and section .22 of OMB Circular A-110 as revised. Recipients shall maintain advances of Federal funds in interest-bearing accounts unless (1), (2), or (3) apply:

NON-PROFITS ONLY:

1. The Recipient receives less than \$120,000 in Federal awards per year.
2. The best reasonably available interest bearing account would not be expected to earn interest in excess of \$250 per year on Federal cash balances.

**LIHEAP
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PROGRAM STATUTES AND REGULATIONS**

3. The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resource. Interest earned off cash advances shall be reflected on the monthly financial status report and the close-out report.

LOCAL GOVERNMENTS ONLY:

Except for interest earned on advance of funds exempt under the inter-governmental Cooperation Action (31 U.S.C 6501 et. seq.) and the Indian Self-Determination Act (23 U.S.C. 450), grantees and sub-grantees shall promptly, but at least quarterly, remit interest earned on advances to the Federal agency. The grantee or sub-grantee may keep interest amounts up to \$100 per year for administrative expenses.

D. PROGRAM INCOME

The Recipient may reapply program income for eligible program projects or objectives. The amount of program income and its disposition must be reported to the Department at the time of submission of the final close-out report.

E. MODIFICATIONS

(1) The Department shall not be obligated to reimburse the Recipient for outlays in excess of the funded amount of this Agreement unless and until the Department officially approves such expenditures by executing a written modification to the original Agreement.

(2) Either party may request modification of the provisions of this Agreement. Changes which are mutually agreed upon, with the exception of the items listed in (3) below, shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

(3) The line item budget, as given in Attachment I of this Agreement and reported on the quarterly financial status reports may not be altered without a written budget modification with the exceptions of the items listed below:

**LIHEAP
ATTACHMENT B
PROGRAM STATUTES AND REGULATIONS**

(a) The Recipient may transfer unobligated budgeted line items within a budget category as long as the budget category subtotal remains the same. Each line item must meet all contractual budget requirements. For the purpose of transferring funds, the following are considered budget categories: Administrative Expenses, Outreach Expenses, Direct Client Assistance, and Leveraging Expenses.

(b) Any and all Administrative Expenses and Outreach Expenses may be transferred to any Direct Client Assistance line item without additional written authorization. Each line item must meet all contractual budget requirements.

(c) A letter of explanation and a revised budget summary and workplan page must be provided to the Department for any line item changes prior to the submission of a financial status report in which the changes are implemented. This is not a formal modification, but will provide the Department with advance notice and a description of information concerning your budget revisions.

(d) None of the budget transfers may violate this Agreement or OMB Circulars A-110, Common Rule, A-121 or A-87. Your information will be reviewed by the Department for compliance with these circulars.

(4) All requests for formal modifications must be submitted to the Department for approval in writing at least thirty (30) days prior to the anticipated implementation date. The Recipient must use a LIHEAP modification package, approved by the Department, which includes an amended budget summary and workplan page and amended budget detail page.

(5) Only unobligated funds may be transferred from one line item to another line item.

F. BONDING

(1) Non-Profit Organizations: The Recipient agrees to purchase a blanket fidelity bond covering all officers, employees and agents of the Recipient holding a position of trust and authorized to handle funds received or disbursed under this Agreement. Individual bonds apart from the blanket bond are not acceptable. The amount of the bond must cover each officer, employee or agent up to an amount equal to at least one-half of the total LIHEAP contract amount.

**LIHEAP
ATTACHMENT B
PROGRAM STATUTES AND REGULATIONS**

(2) Local Governments: The Recipient agrees to purchase a fidelity bond in accordance with Section 113.07, Fla. Stat. The fidelity bond must cover all officers, employees and agents of the Recipient holding a position of trust and authorized to handle funds received or disbursed under this Agreement.

G. MONITORING

(1) The Recipient shall allow the Department to carry out monitoring, evaluation and technical assistance and shall ensure the cooperation of its employees, and of any subrecipients with whom the Recipient contracts to carry out program activities.

(2) Training and technical assistance shall be provided by the Department, within limits of staff time and budget, upon request by the Recipient and/or upon determination by the Department of Recipient need.

H. OTHER PROVISIONS

(1) The Recipient must budget a minimum of twenty-five (25) percent of the total Agreement funds for Home Energy Assistance.

(2) The Recipient must budget a minimum of two (2) percent of the total Agreement funds for Weather Related/Supply Shortage emergency assistance. These funds must be held in this budget line item category until December 15 of the program year for use in response to a possible disaster. These funds will only be used during state or federal emergencies declared by the President, the Governor or the Secretary of the Department as he/she deems necessary. In the event of an emergency being officially declared, if the Recipient or the Department finds that two percent of the budget is not sufficient to meet the emergency, the Recipient may draw on other Agreement categories, up to fifty percent (50%) of the total Agreement budget, without additional written authorization. After December 15, if no emergency has been declared, the Recipient may allocate these funds to the crisis or the home energy category of the program without additional written authorization from the Department. When funds are distributed for a weather-related/supply shortage emergency, the Department will provide binding directives as to the allowable expenditures of the funds. The Recipient will comply with these directives or agree that these funds will remain with the Department.

**LIHEAP
ATTACHMENT B
PROGRAM STATUTES AND REGULATIONS**

(3) In addition to the audit and record keeping requirements contained in Section (12) of this Agreement, the books, records, and documents required under this Agreement must also be available for copying and mechanical reproduction on or off the premises of the Recipient.

(4) If the U.S. Department of Health and Human Services initiates a hearing regarding the expenditure of funds provided under this Agreement, the Recipient shall cooperate with, and upon written request, participate with the Department in the hearing.

A. As applicable, Recipient's performance under this Agreement shall be subject to the Common Rule, 45 CFR Part 74, 76 and 92 or OMB Circular No. A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

B. All original records pertinent to this Agreement shall be retained by the Recipient for three years following the date of termination of this Agreement or of submission of the final close-out report, whichever is later, with the following exceptions:

(1) If any litigation, claim or audit is started before the expiration of the three year period and extends beyond the three year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

(2) Records for the disposition of non-expendable personal property valued at \$1,000 or more at the time of acquisition shall be retained for three years after final disposition.

(3) Records relating to real property acquisition shall be retained for three years after closing of title.

C. All records, including supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and objectives of the Scope of Work, Attachment A, and all other applicable laws and regulations.

**LIHEAP
ATTACHMENT B
PROGRAM STATUTES AND REGULATIONS**

D. The Recipient, its employees or agents, including all subrecipients or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Department, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Department.

**LIHEAP
ATTACHMENT C
REPORTS**

- A. Annual reports - Within 45 days after the end of the contract the Recipient shall submit a LIHEAP Close-out Report, including the LIHEAP Final Financial Report, a refund check for any unspent funds, and the LIHEAP Final Program Report.
- B. Monthly reports - The LIHEAP Monthly Financial Status Report must be provided to the Department by no later than the twenty-first (21st) of each month following the end of the reporting month in which funds were expended.
- C. Quarterly Reports - For each county the Recipient serves, the LIHEAP Household Quarterly Program Report must be provided to the Department by no later than the twenty-first (21st) of the month following the end of the last month of the quarterly reporting period.
- D. Upon reasonable notice, the Recipient shall provide such additional program updates or information as may be required by the Department, including supporting or source documentation for any reports identified above in this section.

The reports shall be submitted to:

Ms. Lena A. Price, Social & Community Services Manager
Florida Department of Community Affairs
Division of Housing & Community Development
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

**LIHEAP
ATTACHMENT D
PROPERTY MANAGEMENT AND PROCUREMENT**

- A. All such property purchased under this Agreement shall be inventoried annually and an inventory report shall be submitted to the Department as part of the close-out report.
- B. All property purchased under this Agreement shall be listed on the property records of the Recipient. Said listing shall include a description of the property, model number, manufacturer's serial number, funding source, information needed to calculate the federal and/or state share, date of acquisition, unit cost, property inventory number and information on the location, use and condition, transfer, replacement or disposition of the property.
- C. Title (Ownership) to all nonexpendable property acquired with funds from this Agreement shall be vested in the Department upon completion or termination of the Agreement.

The Recipient agrees to comply with Section 507 of Public Law 103-333. As stated in this section, it is the sense of Congress that, to the extent practicable, all equipment and products purchased with funds made available in this Act should be American made.
- D. The Recipient agrees to comply with Section 507 of Public Law 103-333. As stated in this section, it is the sense of Congress that, to the extent practicable, all equipment and products purchased with funds made available in this Act should be American made.

**LIHEAP
ATTACHMENT E
STATEMENT OF ASSURANCES**

A. Interest of Certain Federal Officials

No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

B. Interest of Members, Officers, or Employees of Recipient, Members of Local Governing Body, or Other Public Officials

No member, officer, or employee of the Recipient, or its delegates or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. The Recipient shall incorporate or cause to be incorporated in all such Agreements, a provision prohibiting such interest pursuant to the purposes of this subsection. No board member, officer or employee will be permitted to receive any remuneration or gift in any amount. Board members may receive travel expenses in accordance with s. 112.9061, Florida Statutes.

C. Nepotism

The Recipient agrees to abide by the provisions of s. 112.3125, Florida Statutes, pertaining to nepotism in their performance under this Agreement.

D. LIHEAP Assurances

The Recipient hereby assures and certifies as a condition of receipt of Low Income Home Energy Assistance Program funds, that it and its subrecipients will comply with the applicable requirements of Federal and State laws, rules, regulations, and guidelines. As part of its acceptance and use of LIHEAP funds, the Recipient assures and certifies that:

- (1) The Recipient possesses the legal authority to apply for the grant, and that the contract proposal has been approved by the Recipient's governing body, including all assurances contained herein.

**LIHEAP
ATTACHMENT E
STATEMENT OF ASSURANCES**

- (2) The Recipient possesses the sound controls and fund accounting procedures necessary to adequately safeguard the assets of the agency, check the accuracy and reliability of accounting data, promote operating efficiency and maintain compliance with prescribed management policies of the agency.
- (3) The Recipient will permit and cooperate with Federal and State investigations designed to evaluate compliance with the law.
- (4) The Recipient will give the Department, the Auditor General or any authorized representatives, complete access to examine all records, books, papers or documents related to all program operations of the grant, including those of any sub-recipient.
- (5) The Recipient will comply with non-discrimination provisions, in accordance with Florida Statutes; Section 677 of P.L. 97-35; Titles VI and VII of the Civil Rights Act of 1964; and 45 C.F.R. Parts 84, 86 and 90.
- (6) The Recipient will comply with section 680 of Public Law 97-35, as amended, which prohibits use of LIHEAP funds for purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or other facility.
- (7) The LIHEAP application and all its attachments, including budget data, are true and correct.
- (8) The Recipient will prohibit any political activities in accordance with Section 678F(b) of 42 USC 9918, as amended.
- (9) This Agreement has been approved by the Recipient's governing body by official action, and the officer who signs it is duly authorized to sign this Agreement.
- (10) The Recipient agrees to comply with Public Law 103-227, Part C, Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through States or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by

LINEAR
ATTACHMENT E
STATEMENT OF ASSURANCES

Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. The Recipient further agrees that the above language will be included in any subawards which contain provisions for children's services and that all subrecipients shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

- (11) The Recipient shall assure that all parts of their service area have toll-free telephone access to the agency during all normal working hours. This may be achieved by use of a published and publicized local outreach office number when the outreach office is open a minimum of 40 hours per week, or toll-free telephone number.